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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ERIC JOHANN and LEILA KURI, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

ROBINHOOD FINANCIAL, LLC,
ROBINHOOD SECURITIES, LLC, and
ROBINHOOD MARKETS, INC.,

Defendants.

Case No.: _____

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

1 Plaintiffs Eric Johann and Leila Kuri (collectively, “Plaintiffs”) bring this action on behalf
 2 of themselves and all others similarly situated (the “Class”) against Defendants Robinhood
 3 Financial, LLC (“Robinhood Financial”), Robinhood Securities, LLC (“Robinhood Securities”),
 4 and Robinhood Markets, Inc. (“Robinhood Markets”) (collectively, “Robinhood” or “Defendants”).
 5 Plaintiffs complain upon knowledge as to themselves and their own actions and upon information
 6 and belief as to all other matters, as follows:

7 **SUMMARY OF ALLEGATIONS**

8 1. This action arises from Defendants’ actions and inactions during the applicable
 9 statutes of limitations (the “Class Period”) in violation of the California Unfair Competition Law,
 10 Cal. Bus. & Prof. Code §17200 (“UCL”), and in breach of contract which injured Plaintiffs and the
 11 Class.

12 2. Robinhood was launched in 2013 as an online financial services company offering
 13 financial market services via a mobile app and website. Customers use the app and website to invest
 14 in stocks, options, and other investment vehicles. Robinhood distinguishes itself from other online
 15 investment firms by offering its services free of commissions, calling itself a “pioneer in
 16 commission-free investing.”¹

17 3. On March 2, 2020, Robinhood’s platforms suffered a near-total outage on a trading
 18 day which saw the largest single-day gain in the history of the Dow Jones Industrial Average.
 19 Robinhood’s systems were completely inaccessible to Plaintiffs and the Class for the entire trading
 20 day.² Robinhood customers were unable to make any trades by app, website, or otherwise. Despite
 21 assurances that Robinhood had identified the problem and was working on a solution, the system
 22 stayed down well into the trading day on March 3, 2020.³

23 4. On March 9, 2020, despite this utter and extended failure, and despite further
 24 assurances from Robinhood that it had detected and addressed the underlying issue, Robinhood saw
 25

26 ¹ Robinhood homepage, <https://robinhood.com/us/en/> (last visited March 17, 2020).

27 ² Bloomberg, “Robinhood users miss stock rally as the trading platform seizes up,” *Los Angeles Times*, March 2, 2020.

28 ³ Nathaniel Popper and Tara Siegel Bernard, “High-Flying Trading App Robinhood Goes Down at the Wrong Time,” *The New York Times*, March 3, 2020.

1 a third complete outage of service. Services were completely unavailable at the start of the trading
2 day and not fully restored until more than five hours later.⁴

3 5. As of December 2019, Robinhood claimed to have more than 10 million accounts.⁵
4 Many of these account holders would not have opened Robinhood accounts if they had known of
5 Robinhood's susceptibility to complete and repeated outages.

6 6. More evidence supporting the allegations in this complaint will be uncovered after a
7 reasonable opportunity for discovery.

8 **JURISDICTION AND VENUE**

9 7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C.
10 §1332(d), because the amount in controversy for the Classes exceeds \$5,000,000 exclusive of
11 interest and costs, there are more than 100 putative class members defined below and minimal
12 diversity exists because the majority of putative class members are citizens of a state different than
13 Defendants.

14 8. This Court has general personal jurisdiction over Robinhood Markets and Robinhood
15 Financial because their principal places of business are in California. Additionally, each Defendant
16 is subject to specific personal jurisdiction in this State because a substantial part of the events and
17 conduct giving rise to Plaintiffs' claims occurred in this State.

18 9. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because a substantial
19 portion of the conduct described in this complaint was carried out in this District. In addition,
20 Defendants Robinhood Markets and Robinhood Financial are headquartered in this District and
21 subject to personal jurisdiction in this District. Furthermore, the Robinhood Terms and Conditions
22 require any relevant legal action be brought exclusively in courts located in Santa Clara County,
23 such as this Court.

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27 ⁴ Jay Peters, "Robinhood experienced its third outage in a week as US stocks have
plummeted," *The Verge*, March 9, 2020.

28 ⁵ Donna Fuscaldo, "Mobile-Trading App Robinhood Now Has More Than 10 Million
Accounts," *Forbes*, December 4, 2019.

PARTIES

A. Plaintiffs

10. Plaintiff Eric Johann is a natural person and citizen of New York. As discussed below, Plaintiff Johann is, and has been a Robinhood account holder since June 2018.

11. Plaintiff Leila Kuri is a natural person and citizen of North Carolina. As discussed below Plaintiff Kuri is, and has been a Robinhood account holder.

B. Defendants

12. Defendant Robinhood Markets, Inc. is a Delaware corporation with its principal place of business at 85 Willow Road, Menlo Park, California 94025. Robinhood Markets is the parent of Defendants Robinhood Financial and Robinhood Securities. According to its website, “Robinhood means Robinhood Markets and its in-application and web experiences with its family of wholly owned subsidiaries which includes Robinhood Financial, Robinhood Securities, Robinhood Crypto, and Robinhood International.”

13. Defendant Robinhood Financial, LLC is a Delaware limited-liability company with its principal place of business at 85 Willow Road, Menlo Park, California 94025. It is a wholly-owned subsidiary of Defendant Robinhood Markets. Robinhood Financial is registered as a broker-dealer with the U.S. Securities & Exchange Commission (“SEC”). Robinhood Financial is a member of the Financial Industry Regulatory Authority (“FINRA”). Robinhood Financial is a member of the Securities Investor Protection Corporation (“SIPC”).

14. Defendant Robinhood Securities, LLC is a Delaware limited-liability company with its principal place of business at 500 Colonial Center Parkway, Suite 100, Lake Mary, Florida 32746. It is a wholly-owned subsidiary of Defendant Robinhood Markets. Defendant Robinhood Securities is registered as a broker-dealer with the SEC.

SUBSTANTIVE ALLEGATIONS

I. ROBINHOOD SUFFERS REPEATED PARALYSIS OF ITS ENTIRE PLATFORM, LOCKING MILLIONS OF USERS OUT OF THEIR ACCOUNTS

15. Robinhood was launched in 2013 as an online financial services company offering financial market services via a mobile app and website. Customers use the app and website to invest

1 in stocks, options, and other investment vehicles. Robinhood distinguishes itself from other online
 2 investment firms by offering its services free of commissions, calling itself a “pioneer in
 3 commission-free investing.”⁶ As of December 2019, Robinhood claimed to have more than
 4 10 million accounts.⁷

5 16. On March 2, 2020, Robinhood’s platforms suffered a near-total outage on a trading
 6 day which saw the largest single-day gain in the history of the Dow Jones Industrial Average.
 7 Robinhood’s systems were completely inaccessible to Plaintiffs and the Class for the entire trading
 8 day.⁸ Robinhood customers were unable to make any trades by app, website, or otherwise.
 9 Robinhood announced the outage and provided updates via a series of tweets from its
 10 @AskRobinhood account:

11 Our system is experiencing downtime issues that are affecting all functionalities on
 12 our platform. We are aware of the issue and are working to have all systems up and
 running as soon as we can. We’re so sorry this is happening!

13 We are still experiencing system-wide issues. Our team is continuing to work to
 14 resolve this and we’ll provide updates as they become available. We apologize again
 for the trouble this has caused and appreciate your patience with us as we work to
 resume service.

15 Robinhood is currently back up and running. We’re testing through the night, and
 16 you may observe some downtime as we prepare for tomorrow.⁹

17 17. Despite assurances that Robinhood had identified the problem and was working on
 18 a solution, the system stayed down well into the trading day on March 3, 2020.¹⁰ Robinhood again
 19 addressed the developing situation via its Twitter support account:

20 Our systems are currently experiencing downtime. We’re determined to restore full
 21 functionality as soon as possible. We’ll be sharing updates here and on
<http://status.robinhood.com>.

24 ⁶ Robinhood homepage, <https://robinhood.com/us/en/> (last visited March 17, 2020).

25 ⁷ Donna Fuscaldo, “Mobile-Trading App Robinhood Now Has More Than 10 Million
 Accounts,” *Forbes*, December 4, 2019.

26 ⁸ Bloomberg, “Robinhood users miss stock rally as the trading platform seizes up,” *Los Angeles
 Times*, March 2, 2020.

27 ⁹ [https://twitter.com \(@AskRobinhood\)](https://twitter.com/@AskRobinhood) (last visited March 17, 2020).

28 ¹⁰ Nathaniel Popper and Tara Siegel Bernard, “High-Flying Trading App Robinhood Goes
 Down at the Wrong Time,” *The New York Times*, March 3, 2020.

1 Service has been partially restored on Robinhood and we're working toward restoring
 2 and maintaining full functionality. We'll continue to share updates here and on
<http://status.robinhood.com>.

3 Robinhood is now fully restored. We know this has been frustrating and we will
 4 work diligently to provide the level of service you deserve¹¹

5 18. Addressing the outage in a blog post on the Robinhood website, the founders of the
 6 company stated as follows:

7 Our team has spent the last two days evaluating and addressing this issue. We worked
 8 as quickly as possible to restore service, but it took us a while. Too long. We now
 9 understand the cause of the outage was stress on our infrastructure – which struggled
 with unprecedented load. That in turn led to a “thundering herd” effect – triggering
 a failure of our DNS system.

10 Multiple factors contributed to the unprecedented load that ultimately led to the
 11 outages. The factors included, among others, highly volatile and historic market
 conditions; record volume; and record account sign-ups.

12 Our team is continuing to work to improve the resilience of our infrastructure to meet
 13 the heightened load we have been experiencing. We're simultaneously working to
 reduce the interdependencies in our overall infrastructure. We're also investing in
 additional redundancies in our infrastructure.

14 After a brief outage this morning, our trading platform was stable for the remainder
 15 of the day. As our engineering team works to upgrade our infrastructure, we may
 16 experience additional brief outages, but we're now better positioned to more quickly
 resolve them.¹²

17 19. On March 9, 2020, despite the utter failures of the previous week, and despite further
 18 assurances from Robinhood that it had detected and addressed the underlying issue, Robinhood saw
 19 a third complete outage of service. Services were completely unavailable at the start of the trading
 20 day and not fully restored until more than five hours later.¹³ Robinhood again commented on the
 21 situation via Twitter:

22 Trading is currently down on Robinhood and we're investigating the issue. We're
 23 focused on getting back up and running as soon as possible and we'll update the status
 page with the latest <https://status.robinhood.com>.

26 ¹¹ [https://twitter.com \(@AskRobinhood\)](https://twitter.com (@AskRobinhood)) (last visited March 17, 2020).

27 ¹² “An Update from Robinhood’s Founders,” March 3, 2020, <https://blog.robinhood.com> (last
 visited March 17, 2020).

28 ¹³ Jay Peters, “Robinhood experienced its third outage in a week as US stocks have
 plummeted,” *The Verge*, March 9, 2020.

1 Trading has been partially restored on Robinhood and our team is working to get our
2 platform fully back up and running. We'll update the status page with the latest:
<https://status.robinhood.com>.

3 Trading on Robinhood has been functional for new orders with the exception of
4 fractional equities since at least 10:25 AM ET. We'll continue to update our status
page with the latest status.robinhood.com.

5 Trading has been restored and Robinhood is back up and running again. Thank you.¹⁴

6 20. Federal and state laws and regulations and FINRA regulations impose certain duties
7 on broker-dealers such as Robinhood. These include the duties to execute orders promptly and to
8 disclose material information.¹⁵ Robinhood violated these requirements by preventing its customers
9 from accessing their accounts and executing trades during the platform outages.

10 21. FINRA Rule 5310.01 requires that broker-dealers like Robinhood "must make every
11 effort to execute a marketable customer order that it receives promptly and fully." Robinhood
12 violated that requirement by repeatedly and completely preventing its customers from executing
13 trades during the system outages.

14 22. The Robinhood Customer Agreement entered into by Plaintiffs and each Class
15 member provides in part that "All transactions in My Account will be subject to federal securities
16 laws and regulations, the applicable laws and regulations of any state or jurisdiction in which
17 Robinhood Financial is registered, the rules of any applicable self-regulatory organization of which
18 Robinhood Financial is a member and the rules, regulations, customs and usages of the exchange or
19 market, and its clearing house, if any, where the transactions are executed." By violating the above
20 rules and duties, Robinhood is in breach of the Customer Agreement with Plaintiffs and each Class
21 member.

22 **II. PLAINTIFFS WERE UNABLE TO EXECUTE TRADES DURING THE OUTAGES**

23 23. Plaintiff Johann has been a Robinhood account holder since June 2018. On March 2,
24 2020, Plaintiff Johann attempted to close a call option position he had for a particular stock. He was
25 able to sign into his account but was unable to enter any orders. He received error messages,
26 including "unexpected server error" and "something went wrong." Plaintiff Johann attempted to
27

28 ¹⁴ [https://twitter.com \(@AskRobinhood\)](https://twitter.com (@AskRobinhood)) (last visited March 17, 2020).

¹⁵ SEC, Division of Trading and Markets, "Guide to Broker-Dealer Registration," April 2008.

1 enter orders on March 3, 2020 as well, but was unable to do so. He attempted communication with
 2 Robinhood tech support in a variety of ways, but only received boilerplate responses, usually a day
 3 or two after his initial contact. By not being able to close his options, Plaintiff Johann lost an
 4 estimated \$15,000 in anticipated profits.

5 24. In addition, on the evening of March 8, 2020, Plaintiff Johann entered an order to
 6 close his remaining option positions upon the opening of the market on March 9, 2020. Before the
 7 market opened on March 9, he attempted to cancel his order. Plaintiff Johann was unable to enter
 8 orders on his Robinhood account throughout the morning of March 9, 2020. He tried for several
 9 hours to cancel the order, but Robinhood ultimately fulfilled the order around noon, against his
 10 wishes and his attempted cancellations.

11 25. Plaintiff Kuri is a Robinhood account holder. During the outage, she attempted to
 12 close one of her open option positions, but received a response indicating that her order was
 13 cancelled, against her instructions. In addition, she attempted to contact Robinhood's customer
 14 support regarding her inability to execute trades, but received only unhelpful boilerplate responses.

15 26. After encountering Robinhood's inability to execute her orders, Plaintiff Kuri then
 16 attempted to withdraw her funds from her Robinhood account, but was unable to do so for several
 17 days.

18 **CLASS ACTION ALLEGATIONS**

19 27. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23
 20 individually and on behalf of the following Class:

21 All Robinhood customers within the United States. Within the Class is a Subclass
 22 of all Robinhood customers within the United States who attempted unsuccessfully
 to execute or modify trades from March 2, 2020 through the present.¹⁶

23 28. Excluded from each Class are: (1) any Judge or Magistrate presiding over this action
 24 and any members of their families; (2) Defendants, Defendants' subsidiaries, parents, successors,
 25 predecessors, and any entity in which Defendants or their parents have a controlling interest and
 26 their current or former employees, officers, and directors; (3) persons who properly execute and file
 27

28 ¹⁶ Plaintiffs have defined the Class based on currently available information and reserve the
 right to amend the definition of the Class, including, without limitation, the Class Period.

1 a timely request for exclusion from the Class; (4) persons whose claims in this matter have been
 2 finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendants'
 3 counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

4 29. **Ascertainability:** Membership of the Class is defined based on objective criteria,
 5 and individual members will be identifiable from Defendants' records.

6 30. **Numerosity:** The exact number of members of the Class is unknown and
 7 unavailable to Plaintiffs at this time, but individual joinder in this case is impracticable. The Class
 8 likely consists of millions of individuals, and the members can be identified through Defendants'
 9 records.

10 31. **Predominant Common Questions:** The Class's claims present common questions
 11 of law and fact, and those questions predominate over any questions that may affect individual Class
 12 members. Common questions for the Class include, but are not limited to, the following:

- 13 a. whether Robinhood lacked the operational capability to provide the services
- 14 promised in its Customer Agreement and Terms and Conditions;
- 15 b. whether Robinhood violated federal and state law and regulatory
- 16 requirements by failing to provide adequate operational capacity;
- 17 c. whether Robinhood is in breach of its contracts with Plaintiffs and other
- 18 members of the Class;
- 19 d. whether Plaintiffs and the other Class members were injured by Robinhood's
- 20 conduct, and if so, the appropriate class-wide measure of damages, restitution, and
- 21 other appropriate relief, including injunctive relief; and
- 22 e. whether Plaintiffs and the other Class members are entitled to injunctive and
- 23 declaratory relief.

24 32. **Typicality:** Plaintiffs' claims are typical of the claims of the other members of the
 25 proposed Class. Plaintiffs and Class members suffered an impairment to their account access as a
 26 result of Defendants' wrongful conduct that is uniform across the Class.

27 33. **Adequate Representation:** Plaintiffs have and will continue to fairly and
 28 adequately represent and protect the interests of the Class. They have retained counsel competent

1 and experienced in complex litigation and class actions, including privacy violations. Plaintiffs have
 2 no interest that is antagonistic to those of the Class, and Defendants have no defenses unique to
 3 Plaintiffs. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf
 4 of the members of the Class, and they have the resources to do so. Neither Plaintiffs nor their
 5 counsel have any interest adverse to those of the other members of the Class.

6 34. **Substantial Benefits:** This class action is appropriate for certification because class
 7 proceedings are superior to other available methods for the fair and efficient adjudication of this
 8 controversy and joinder of all members of the Class is impracticable. This proposed class action
 9 presents fewer management difficulties than individual litigation, and provides the benefits of single
 10 adjudication, economies of scale, and comprehensive supervision by a single court. Class treatment
 11 will create economies of time, effort, and expense and promote uniform decision-making.

12 35. Plaintiffs reserve the right to revise the foregoing class allegations and definitions
 13 based on facts learned and legal developments following additional investigation, discovery, or
 14 otherwise.

15 **CALIFORNIA LAW APPLIES TO THE ENTIRE CLASS**

16 36. California's substantive laws apply to every member of the Class, regardless of
 17 where in the United States the Class member resides. Robinhood's Customer Agreement states:

18 **36.K. Governing Law.** This Agreement and all transactions made in My Account
 19 shall be governed by the laws of the State of California (regardless of the choice of
 20 law rules thereof), except to the extent governed by the federal securities laws,
 FINRA Rules, and the regulations, customs and usage of the exchanges or market
 (and its clearing house) on which transactions are executed.¹⁷

21 37. By choosing California law for the resolution of disputes in the agreement,
 22 Robinhood concedes that it is appropriate for this Court to apply California law to the instant dispute.

23 38. Further, California's substantive laws may be constitutionally applied to the claims
 24 of Plaintiffs and the Class under the Due Process Clause, 14th Amend. §1, and the Full Faith and
 25 Credit Clause, Art. IV §1 of the U.S. Constitution. California has significant contact, or significant
 26

27
 28 ¹⁷ See Robinhood Financial LLC & Robinhood Securities, LLC Customer Agreement,
<https://cdn.robinhood.com/assets/robinhood/legal/RHF-RHS%20User%20Agreement.pdf> (last
 visited March 17, 2020).

1 aggregation of contacts, to the claims asserted by Plaintiffs and all Class members, thereby creating
 2 state interests that ensure that the choice of California state law is not arbitrary or unfair.

3 39. The headquarters and principal place of business of Defendants Robinhood Markets
 4 and Robinhood Financial are located in California. Defendants also own property and conduct
 5 substantial business in California, and therefore California has an interest in regulating Defendants'
 6 conduct under its laws. Defendants' decision to reside in California and avail themselves of
 7 California's laws, and to engage in the challenged conduct from and emanating out of California,
 8 renders the application of California law to the claims herein constitutionally permissible.

9 40. California is also the state from which Defendants' alleged misconduct emanated.
 10 This conduct similarly injured and affected Plaintiffs and all other Class members.

11 41. The application of California laws to the Class is also appropriate under California's
 12 choice of law rules because California has significant contacts to the claims of Plaintiffs and the
 13 proposed Class, and California has a greater interest in applying its laws here than any other
 14 interested state.

15 **CLAIMS FOR RELIEF**

16 **FIRST CLAIM FOR RELIEF**

17 **Violation of the California Unfair Competition Law** 18 **Cal. Business & Professions Code §17200** **(On Behalf of Plaintiffs and the Class)**

19 42. Plaintiffs re-allege and incorporate the preceding allegations of this complaint with
 20 the same force and effect as if fully restated herein.

21 43. The UCL prohibits unfair competition, which includes an "unlawful, unfair or
 22 fraudulent" act or practice. Cal. Bus. & Prof. Code §17200.

23 44. Under the UCL, any business act or practice that is unethical, oppressive,
 24 unscrupulous, and/or substantially injurious to consumers, or that violates a legislatively declared
 25 policy, constitutes an unfair business act or practice.

26 45. The violation of any law constitutes an unlawful business practice under the UCL.
 27
 28

1 Robinhood's services. The Customer Agreement and Terms and Conditions are found on
2 Robinhood's website.

3 54. Robinhood breached its Customer Agreement and Terms and Conditions by failing
4 to disclose that its platform lacked adequate operational capability to meet customer demand; by
5 failing to execute, modify, or cancel customer trades promptly during the platform outages; and by
6 failing to comply with all applicable legal and regulatory requirements in the performance of its
7 obligations under the Customer Agreement and Terms and Conditions.

8 55. Robinhood also violated the covenant of good faith and fair dealing in exercising a
9 discretion in such a way that deprives Plaintiffs and the Class members the intended benefits of the
10 contract.

11 56. Meanwhile, Plaintiffs and Class members have met their responsibilities under the
12 agreement.

13 57. Plaintiffs and Class members suffered damages as a result of Robinhood's breaches
14 of contract.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs on behalf of themselves and the proposed Class respectfully
17 request that the Court enter an order:

18 A. Certifying this case as a class action on behalf of the Class defined above, appointing
19 Plaintiffs as representatives of the Class, and appointing their counsel as class counsel;

20 B. Declaring that Robinhood's actions, as set out above, violate federal, state, and
21 regulatory laws and rules;

22 C. Declaring that Robinhood's actions, as set out above, constitute breach of contract;

23 D. Awarding damages, including nominal, statutory, and punitive damages where
24 applicable, to Plaintiffs and the Class in the amount to be determined at trial;

25 E. Awarding Plaintiffs and the Class restitution;

26 F. Awarding Plaintiffs and the Class their costs of suit, including reasonable attorneys'
27 and experts' fees and expenses, pursuant to the customer agreement, California Code of Civil
28 Procedure §1021.5, and other relevant laws;

1 G. Awarding Plaintiffs and the Class pre-and post-judgment interest, to the extent
2 allowable;

3 H. Awarding such other further injunctive and declaratory relief as is necessary to
4 protect the interests of Plaintiffs and the Class; and

5 I. Awarding such other and further relief as the Court deems reasonable and just.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs demand a trial by jury for all issues so triable.

8 Dated: March 18, 2020

CARLSON LYNCH LLP

9 By: /s/Todd D. Carpenter

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